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purchased lantern globes of standard make from reliable manufacturers is held, in *Gulf, C. & S. F. R. Co. v. Larkin* (Tex.) 1 L. R. A. (N. S.) 944, not bound to inspect them to protect employees from injuries by their breaking while being cleaned.

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**Master and Servant—Contributory Negligence.**—An engineer of a work train is held, in *Illinois C. R. Co. v. Stith* (Ky.) 1 L. R. A. (N. S.) 1014, not to be guilty of contributory negligence, as a matter of law, in placing his engine on the main track on the time of a fast train.

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**Master and Servant—Duty to Warn and Instruct.**—Failure to warn a servant as to the danger of throwing an ice pick over a partition into a room where others are working, without giving adequate notice, is held, in *Desautels v. Cloutier* (Mass.) 1 L. R. A. (N. S.) 669, not to be negligence on the part of the master which will render him liable for personal injuries caused in consequence of failure to give such notice.

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**Ordinances—Sale of Milk.**—An ordinance prohibiting the sale of milk containing less than 7-10 of 1 per cent. of ash is held, in *St. Louis v. Liessing* (Mo.) 1 L. R. A. (N. S.) 918, not to be unreasonable or oppressive.

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**Adulteration of Milk—Police Power.**—Prohibiting the sale of milk containing any preservative is held, in *St. Louis v. Schuler* (Mo.) 1 L. R. A. (N. S.) 928, to be within the police power, although there may be preservatives which are not deleterious to health.

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**Police Power—Sale of Milk.**—The prohibition of the sale of milk from cows fed on still slop is held, in *Sanders v. Com.* (Ky.) 1 L. R. A. (N. S.) 932, to be a proper exercise of the police power, although there is nothing to show that such milk is not a pure and wholesome article of food.

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**Ordinances—Sale of Milk.**—An ordinance forbidding the sale of milk containing less than 3 per cent., by weight, of butter fat, to be estimated gravimetrically by the Adams paper-coil process, is held, in *St. Louis v. Grafeman Dairy Co.* (Mo.) 1 L. R. A. (N. S.) 926, not to be void for unreasonableness, as matter of law.

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**Police Power—Milk Dealers.**—Requiring milk dealers to register with the health commissioner, and pay a registration fee, is held, in *St. Louis v. Grafeman Dairy Co.* (Mo.) 1 L. R. A. (N. S.) 936, to be a valid police regulation.

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**Chattel Mortgages—Sale under Power.**—A sale under a power in

a chattel mortgage while the property was in the custody of the sheriff, under a levy made after advertisement of the mortgage sale, is held, in *Fulghum v. J. P. Williams Co.* (Ga.) 1 L. R. A. (N. S.) 1055, to be void and ineffectual.

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**Mortgages—Foreclosure—Rights of Trespassers.**—The right of a purchaser at a foreclosure sale to the income of the property before the title becomes perfect in him is denied in *Schaeppi v. Bartholomae* (Ill.) 1 L. R. A. (N. S.) 1079, notwithstanding a stipulation in the mortgage that, in case of foreclosure, "a receiver shall be appointed to collect the income, which shall be paid to the person entitled to a deed under the certificate of sale."

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**Municipal Corporations—Liability for Negligence.**—The distinction between private and public functions of a municipality is considered in *Dickinson v. Boston* (Mass.) 1 L. R. A. (N. S.) 664, which denies municipal liability for negligence of the city superintendent of the lamp department in respect to an unsafe lamp-post.

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**Trade Names—Unfair Competition.**—A limitation upon the right of one to use his own name in his own business is declared in *Morton v. Morton* (Cal.) 1 L. R. A. (N. S.) 660, holding that one who had established a business under a particular name, which he placed on the hats of his agents to inform customers that they were his representatives, could enjoin another of the same name, engaged in the same business, from using such name as a hat label in substantially the same way as the former, so as to deceive the public.

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**Brewing Companies—Liability.**—A company manufacturing and bottling a beverage is held, in *Watson v. Augusta Brewing Co.* (Ga.) 1 L. R. A. (N. S.) 1178, to be liable to one injured by swallowing pieces of glass while drinking from one of such bottles, which he procured from a merchant, who had purchased the same from the manufacturer.

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**Specific Performance—Illegal Contracts.**—An exception to the rule that equity will not specifically enforce, as between parties in *pari delicto*, a contract which is opposed to public policy, is applied in *Seattle Electric Co. v. Snoqualmie Falls P. Co.* (Wash.) 1 L. R. A. (N. S.) 1032, by restraining the breach of a contract to furnish a supply of electricity to a street car and electric lighting company upon the ground that such breach would result in a great public inconvenience.

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**Physicians and Surgeons—Privileged Communication.**—A waiver with respect to confidential disclosures made to a physician by insured concerning his last sickness is held, in *Western Travelers'*